

# Annual Alamance County Mutual Aid Agreement

This **Annual Alamance County Mutual Aid Agreement** made and entered into this the **1st day of January 2020**, and ending **December 31, 2020**, by between, and among the Law Enforcement Agencies by their respectively authorized representatives as hereinafter designated and as executed by said authorized representatives:

## Witnesseth

Pursuant to **NCG S Sections 160A-288, 160A-288.2 and 90-95.2**, as amended, the undersigned do hereby covenant and agree with each other to provide temporary assistance to each other in enforcing the Law of the State of North Carolina when requested in writing to do so and upon the approval by the authorized or designated representative of any of the undersigned agencies.

All undersigned parties acknowledge mutual benefit in the form of enhanced law enforcement capabilities and efficiency within the jurisdictions of all said law enforcement agencies.

The terms and conditions of this agreement shall be as follows:

### **A. LEGAL STATUS OF AGENCIES AND AGENCY PERSONNEL**

1. The requesting Agency specifically covenants and agrees to assume all liability for an act committed by any temporarily assigned officer within the course and scope of his temporary assignment, and further agrees to hold harmless and indemnify the Assisting Agency for damages, including the payment of attorneys' fees, incurred by the Assisting Agency pursuant to such temporary assignment.
2. In addition, the Requesting Agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the course and scope of the temporarily assigned officer's duties. Further, the Assisting Agency agrees to hold the Requesting Agency harmless for any damage to the property of the Assisting Agency occasioned by such act. This agreement shall not be construed as a bar to any other rights or claims, either direct or by subrogation, which either agency shall have against any other party.
3. For personnel and administrative purposes, the temporarily assigned officer shall remain under the control of the Assisting Agency and shall be entitled to workman's compensation and other benefits to which he would be entitled, as if he were functioning within the normal course and scope of his duties with the Assisting Agency.
4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the Assisting Agency. At any time, the officer in charge of the division to which any temporarily assigned officer is assigned may relieve such officer of his duties and such officer shall immediately forward a written statement setting forth the reasons for such action to the officer in charge of the division to which that officer is permanently assigned within the Assisting Agency.

**B. LEGAL AUTHORITY TO ACT WITHIN THE RECEIVER AGENCY'S JURISDICTION**

While on duty with the Requesting Agency, the temporarily assigned officer of the assisting agency shall have the same jurisdiction, powers, rights, privileges, benefits and immunities as the officers of the Requesting Agency in addition to those, which he may normally possess.

**C. PROCEDURES FOR REQUESTING MUTUAL AID**

Such requests for Mutual Aid shall be in writing. Provided further, that where a request is made on an emergency basis, the execution of this contract shall be deemed the written request and the Requesting Agency shall furnish the specific request in writing as soon as practical.

**D. PERSONS AUTHORIZED TO REQUEST MUTUAL AID**

Said Mutual Aid requests shall be made by the authorized representative of the Requesting Agency or, in his absence, such other person as has been designated to make or grant such requests.

**E. PERSONS TO WHOM OUTSIDE PERSONNEL ARE TO REPORT**

1. While on duty with the Requesting Agency, a law enforcement officer shall be subject to the lawful operational commands of the officer in charge of the division to which he is temporarily assigned and shall operate under his direct supervision.
2. The officer in charge of the division to which the Assisting Agency's officer is temporarily assigned shall provide a weekly report to the officer in charge of the division of the Assisting Agency to which the temporarily assigned officer is permanently assigned. Such report shall contain a daily breakdown of the numbers of hours worked and the assignments performed by the temporarily assigned officer.

**F. RADIO COMMUNICATIONS WITH OUTSIDE PERSONNEL**

The requesting Agency shall furnish the temporarily assigned officer with all means of communications that are necessary to perform the assigned tasks. In all cases, radio equipment and procedures shall be supplied to the officer at the onset of the assignment. The radio equipment shall be such as will allow the officer to communicate directly with the outside agency if an emergency exists.

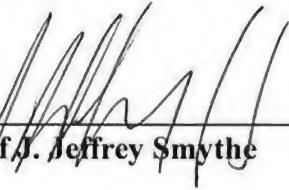
**G. EXPENDITURE COMPENSATION FOR THE PROVIDER AGENCY**

The Requesting Agency shall furnish the temporarily assigned officer(s) with the money, equipment, and personnel, reasonably necessary to perform his/her assigned duties. However, the temporarily assigned officer(s) shall report to work with the equipment issued to him/her by his/her employer. The Assisting Agency may furnish equipment and supplies to the Requesting Agency.

**H. REVIEW AND REVISION**

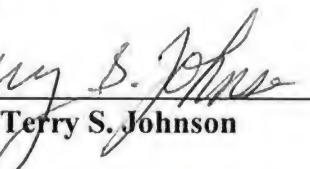
This agreement shall remain in effect for one calendar year or unless terminated by all parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by any one party hereto shall be made by thirty (30) days written notice to all parties but shall not terminate this agreement among the remaining parties. Any revisions shall be requested by the agency desiring the revision. The revision shall be voted upon by all parties contained in this agreement and implemented only with the majority favoring the revision.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

By:   
Chief J. Jeffrey Smythe

Burlington Police

Date: 2-12-2020

By:   
Sheriff Terry S. Johnson

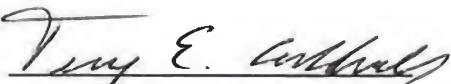
Alamance County

Date: 02-12-2020

By:   
Chief Kelly Blackwelder

Elon Police

Date: 2/28/2020

By:   
Chief Terry Caldwell

Mebane Police

Date: 2/12/2020

By:   
Chief Jeff Prichard

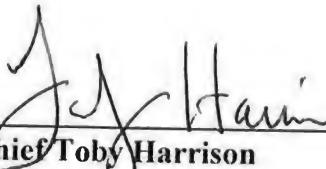
Graham Police

Date: 2-12-20

By:   
Chief Ron Parrish

Gibsonville Police

Date: 2-12-2020

By:   
Chief Toby Harrison

Haw River Police

Date: 2-12-20

By:   
Interim Chief Douglas Dotson

Elon University Police

Date: 02/12/20

By: David A. Prevatt  
Director David A. Prevatt

Alamance Community College  
Public Safety Date: 2/27/20